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NOT CIRCULATE

# **CAMDEN COUNTY COLLEGE**

BLACKWOOD, NEW JERSEY



## **AGREEMENT**

**Between**

**BOARD OF TRUSTEES**

**OF**

**CAMDEN COUNTY COLLEGE**

**and**

**INTERNATIONAL UNION OF ELECTRICAL**

**RADIO AND MACHINE WORKERS,**

**AFL-CIO, LOCAL 440**

**Custodial, Maintenance and Grounds**

**Department**

**1976-1978**

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## AGREEMENT

THE BOARD OF TRUSTEES OF CAMDEN COUNTY COLLEGE operating under the provision of Public Laws of 1968, Chapter 303 of the State of New Jersey as amended by Chapter 123, Public Laws of 1974 of the State of New Jersey and THE MAINTENANCE AND CUSTODIAL LOCAL UNION OF CAMDEN COUNTY COLLEGE.

THIS AGREEMENT entered into this first day of July 1976, between the CAMDEN COUNTY COLLEGE, hereinafter called the Board, and the INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO, by and in conjunction with LOCAL 440, hereinafter called the Union.

## ARTICLE I - PURPOSE

It is the intent and purpose of the parties hereto to set forth herein the Agreement covering rates of pay, hours of work and conditions of employment to be observed by the parties hereto, and to secure closer and more harmonious relations between said parties.

## ARTICLE II - RECOGNITION

The College recognizes the Union as the exclusive bargaining agent for all its employees for the purpose of collective bargaining in respect to wages, rates of pay, hours of employment and other conditions of employment.

The term "employees" as used in this Agreement shall include all custodians, maintenance employees, including part-time workers, groundskeepers, firemen-maintenance employees, drivers and receiver.

### ARTICLE III - DISCRIMINATION

There shall be no discrimination, interference, restraint, intimidation or coercion by the College and its representatives or by the Union and its representatives on account of any employee's sex, race, color, creed or national origin.

There shall be no discrimination against any employee on account of membership in the Union or on account of employee's participation in any Union activities, defined to mean the fulfillment of steward functions.

### ARTICLE IV - MANAGEMENT

#### Recognition of Rights and Function of Management

- I. Subject to the provisions of this Agreement, the Union agrees that supervision, management and control of the Camden County College operations are exclusively the function of the College and that the College has the right to make such reasonable rules and regulations as it considers necessary or advisable for the orderly and efficient conduct of its operations.
- II. It is the prerogative of the College from time to time to modify, change, to select and determine all qualifications of new employees, and the methods by which such qualifications are to be determined; to assign Union members as the College shall in its judgment determine proper; to fix all or any assignments as to wages and hours which need be uniform.
- III. Subject always to the right of the Union to bargain collectively with the College with respect to salaries, grievances, and other terms and conditions of employment, the exercise by the College or any one or more of its prerogatives, as set forth

above, shall not at any time be subject to collective bargaining as provided in this Agreement.

#### ARTICLE V - RIGHT TO ORGANIZE

All present and newly hired employees, covered by this Agreement, may on the thirtieth (30th) day of their employment become members in good standing of the Union and may maintain such membership in the Union during the life of this Agreement.

The College shall, upon hiring new employees, inform them of their working conditions.

#### ARTICLE VI - CHECKOFF

For the duration of this Agreement, the College shall deduct from the first pay of each month, the monthly Union dues and initiation fees, if payment is payable, for those employees in the bargaining unit whose written and signed authorizations are received by the College.

The College shall forward a check for the total of such deductions to the Financial Secretary of the Union by the fifteenth (15th) day of the month for which the deduction is made. The following dues deduction authorization shall be in the form as follows:

#### CHECKOFF AUTHORIZATION

IUE LOCAL 440

TO: \_\_\_\_\_  
(Name of College & Location)

\_\_\_\_\_  
(Effective Date)

I authorize and direct that you checkoff from my first pay of each month an amount equal to IUE Local 440 membership dues, including initiation fee (if payable) and to promptly remit same to Local 440, International Union of Electrical Workers (Affiliated with the AFL-CIO).

This checkoff is valid and is not revocable until:

- (a) The expiration of contract; or
- (b) One year from signature.

Revocation shall be in effect only if I give you and Local 440, International Union of Electrical, Radio and Machine Workers written notice by individual certified mail, return receipt requested.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

Initiation Dues: \_\_\_\_\_

#### ARTICLE VII - GROUP LEADERS

Group Leaders shall be chosen by the College Dean whenever he deems it necessary. In the selection of a Group Leader, the College Dean will give weight to seniority in his choice.

Group Leaders shall be paid an additional \$500.00 per year over and above their regular salary.

#### ARTICLE VIII - NIGHT SHIFT DIFFERENTIAL

Employees assigned to night shift work shall be paid an additional \$650.00 per year over and above their regular salary.

#### ARTICLES IX AND X - HOURS AND OVERTIME

##### SECTION 1

The standard work week shall be forty (40) hours per week, eight (8) hours per day, and five (5) days per week from Monday through Friday.

##### SECTION 2

The Union shall be notified of any proposed changes in the above working schedule. Any difference or disputes concerning any such proposed changes shall be handled through the grievance procedures.

##### SECTION 3

All work performed in excess of eight (8) hours in a single day, in excess of forty (40) hours in any given week and all work performed on Saturday shall be paid for at one and one-half (1-1/2) times the regular straight time rate.

##### SECTION 4

Double time shall be paid for all work performed on Sunday, except for firemen-maintenance employees working on their regular schedule. Work performed on listed holidays shall be paid for at double time and a half which shall include all remuneration including pay for the holiday and overtime premium. Time and one half shall be paid for all work performed on snow days when the College is officially closed.

##### SECTION 5

No employee will be asked to work on holidays that are observed by the College and listed in this Agreement.



If the College knows of its overtime requirements, it will endeavor to give notice of twenty-four (24) hours of overtime requirements and forty-eight (48) hours notice of requested Saturday overtime.

#### SECTION 6

The College may require the services of employees in the bargaining unit in the case of an emergency such as snow removal, flood or other act of God to protect the property of the College and to permit the College to function. Employees who are called in on an emergency basis are to receive a minimum of four (4) hours pay.

#### SECTION 7

If any employee is injured during the course of the work day and requires medical or surgical attention, he will be paid the balance of the regular work day on which such injury occurs at his regular hourly rate.

#### SECTION 8

In the event that the Board of Trustees should institute classes on Saturday during the College year, the work week for custodians on this shift shall then be from Tuesday through Saturday inclusive. Employees placed on this as a weekly schedule will be newly hired for this schedule or old employees may select that as their regular work week.

It is understood that in the event the change of work week becomes necessary and permanent, then all work performed on Saturday shall be paid at the custodian's straight time rate and not at the rate of time and one-half.

## ARTICLE XI - SENIORITY

### SECTION 1

Seniority shall be defined as the employee's length of continuous service beginning with his original date of hire.

### SECTION 2

For the purposes of seniority and layoffs, Custodian employees, Maintenance employees, Firemen-Maintenance employees, Groundskeepers, Drivers and Receiver shall be six separate units.

### SECTION 3

In the event of a layoff, the least senior employee in the Custodian unit is to be laid off first.

### SECTION 4

In the event of a layoff, the least senior employee in the Maintenance unit is to be laid off first.

### SECTION 5

In the event of a layoff, the least senior employee in the Fireman-Maintenance unit is to be laid off first.

### SECTION 6

In the event of a layoff, the least senior employee in the Groundskeeper unit is to be laid off first.

### SECTION 7

In the event of a layoff, the least senior employee in the Drivers unit is to be laid off first.

### Section 8

In the event of a layoff, the least senior employee in the Receiver unit is to be laid off first.

### Section 9

Recall from layoff shall be accomplished in the inverse order of the layoff. Employees shall be required to be able to perform the work.

#### SECTION 10

All employees shall be notified by certified mail, directed to the address of the employee as stated in the College records, to return to work and be allowed five (5) days in which to report to work after such notice before any loss of seniority occurs.

#### SECTION 11

Employees shall be eligible for recall when on layoff for a period not to exceed one (1) year.

#### SECTION 12

All elected union officials, up to a maximum of twelve (12) shall have super seniority for the purpose of layoffs, during the term of office to which they are elected. They will be returned to their regular standing on the seniority list upon termination of office.

#### SECTION 13

The College shall send notification to the Union each month of all new hires and terminations showing name, address, date of hire, job title and salary.

#### SECTION 14

Seniority shall cease upon voluntary termination, discharge, for just cause, and failure to return to work when recalled.

#### SECTION 15

Any member being elected or delegated to any Union activities necessitating a temporary leave of absence without pay shall be granted same and at the end of such leave shall be reinstated to their former job and rate, plus any increases granted in their absence without loss of other benefits.

#### SECTION 16

All military leaves shall be dealt with in accordance with applicable Federal and Local regulations.

## ARTICLE XII - GRIEVANCE PROCEDURE

Any differences, disputes or grievances that may arise between the Union and the College regarding interpretation of this Agreement shall be taken up as follows:

### STEP 1

Between the aggrieved employee and the steward on the one hand and the immediate supervisor on the other hand. If no satisfactory agreement is reached between them in eight (8) hours, the grievance shall be reduced in writing and referred to:

### STEP 2

The Union Chairman and the Steward, or their designees on the one hand, the College President and the supervisor, or their designees, on the other hand. If no satisfactory agreement is reached between them within five (5) working days, the matter will be referred to:

### STEP 3

The Grievance Committee with the Union Representative on the one hand and the College and its Representative on the other hand. If no satisfactory agreement is reached between them within five (5) working days, the matter shall be dealt with as hereinafter set forth.

### STEP 4

All differences, disputes or grievances between the parties that are not satisfactorily settled after following the grievance procedure set forth above, shall at the request of either party, be submitted to arbitration within fifteen (15) days to the American Arbitration Association.

- (a) The decision of the arbitrator shall be final and binding on both parties.
- (b) All time spent in the adjustment of grievances, "the negotiating of the labor contract" and arbitration will be paid for by the College at straight time.

- (c) The time for meetings or for giving of decisions at each step above set forth may be extended by mutual agreement of the parties involved in the particular or respective steps.
- (d) The Union and the College shall have the right to bring in the aggrieved person(s) in any of the steps of the grievance procedure as outlined above.
- (e) A grievance must be filed in writing within fifteen (15) calendar days from the date on which the act which is the subject matter of the grievance occurred or fifteen (15) calendar days from the date on which grievant should reasonably have known of its occurrence or thereafter be barred.
- (f) Anything to the contrary notwithstanding, any challenge to the propriety of a discharge must be filed in writing to the College within five (5) days from the date of the discharge or the same will be deemed to have been waived.
- (g) Without limitation, the College shall have the right to discharge employees within the first sixty (60) calendar days of employment.

#### ARTICLE XIII - NOTICE OF DISCHARGE

##### SECTION 1

Employees shall be discharged only for just cause.

##### SECTION 2

The Shop Chairman shall be notified immediately of all discharges.

##### SECTION 3

It is agreed that a discharge grievance shall be processed immediately with the College Dean or his representative.

##### SECTION 4

If any discharge is found to be unfair or discriminatory, the employee shall be reinstated.

##### SECTION 5

Upon discharge employees shall receive two weeks pay in lieu of notice.

## XIV - POSTING OF VACANCIES

### SECTION 1

All vacancies in the Camden County College shall be posted at a place acceptable to the Union.

### SECTION 2

Bargaining unit employees shall have the opportunity to apply and fill the vacancy posted, based on seniority and ability to perform the position. The Union representative may be present at the qualifying interview.

### SECTION 3

Vacancies will be posted for a period not to exceed one (1) week.

## ARTICLE XV - REPORTING TIME

Employees who report to work at their regular starting time and have not been given at least one day's notice not to report, shall be guaranteed at least four (4) hours work or pay, except when the inability to provide four (4) hours work is due to an "Act of God" beyond the control of the College.

## ARTICLE XVI - BEREAVEMENT LEAVE

In the event of a death in the immediate family, the College may grant leave with pay not to exceed five (5) days. An employee's immediate family shall be considered as husband, wife, children, brother, sister, stepchildren, grandchildren, father, mother, mother-in-law, father-in-law, grandfather and grandmother.

Additionally, one (1) day with pay may be granted by the College in the event of a death of a family member other than those herein listed.

## ARTICLE XVII - SICK LEAVE

All full-time employees are entitled to take time off from work because of personal illness in the immediate family (father, mother, spouse or children) without any loss of pay according to the following schedule:

- (a) Employees are allowed twelve (12) days of sick leave per year.
- (b) Accumulated days of sick leave will be unlimited.
- (c) A sick leave is subject to medical verification if requested by the immediate supervisor.
- (d) Part-time employees will have their sick leave prorated based on time worked.
- (e) Sick leave will be allocated from the time of employment for those starting other than at the start of the College school year.

## ARTICLE XVIII - PERSONAL LEAVE

Employees will be granted a personal leave with pay not to exceed five (5) days per year for matters which cannot be cared for in other ways. Unused personal leave days will be added to accumulated sick leave entitlement. The employee requesting personal leave will give at least twenty-four (24) hours advance notification to his/her supervisor except in case of emergency.

## ARTICLE XIX - VACATIONS

### SECTION 1

The College agrees to grant to each employee on the payroll as of July 1 of each year a vacation with pay, in accordance with

the following schedule, according to the length of service of each individual:

- (a) Employees who have worked one (1) year shall receive two (2) weeks vacation.
- (b) Employees hired during the September to January period of that year shall be entitled to two (2) weeks vacation.
- (c) Employees hired after January 1 will receive credit at the rate of one (1) day per month for the time employed.
- (d) Employees who have worked five (5) years shall receive three (3) weeks vacation.
- (e) Employees who have worked ten (10) years shall receive four (4) weeks vacation.
- (f) Part-time employees shall have their time prorated and receive vacation time accordingly.
- (g) It is understood that vacation time will be used within any two (2) year period. Vacation time should be taken so that it is mutually satisfactory with his/her immediate supervisor.
- (h) An employee who retires at any age shall receive a pro rata vacation pay as of the date he/she leaves the employ of the College.
- (i) The pro rata vacation pay of an employee who dies while in the employ of the College shall be paid to the beneficiary of his/her group life insurance policy.

#### ARTICLE XX - HOLIDAYS

The College agrees to pay to each eligible employee eight (8) hours pay for each of the following holidays:

- |                           |                       |
|---------------------------|-----------------------|
| 1. July 4                 | 7. Christmas Day      |
| 2. Labor Day              | 8. New Year's Eve Day |
| 3. Employee's Birthday    | 9. New Year's Day     |
| 4. Thanksgiving Day       | 10. Good Friday       |
| 5. Day after Thanksgiving | 11. Easter Monday     |
| 6. Christmas Eve Day      | 12. Memorial Day      |



ADDENDUM: Part-time employees shall receive pro-rata pay  
for holidays they would normally be scheduled  
to work.

## SECTION 2

Eligible employees shall include all those who are at work  
within the work week in which the holiday falls or absent  
for bonafide reasons.

## SECTION 3

Should a problem arise with a holiday because of scheduling  
both the Union and the College shall meet and resolve the  
problem.

## ARTICLE XXI - HOSPITALIZATION

The Board of Trustees shall pay all premiums to provide for  
full Blue Cross/Blue Shield coverage, with Rider J premiums  
for employees and eligible dependents and Major Medical.

## ARTICLE XXII - WORKMEN'S COMPENSATION INSURANCE

All employees are covered by Workmen's Compensation Insurance.

### SECTION 1

In the event of an accident, the employee shall immediately  
notify his immediate supervisor.

### SECTION 2

Time lost from work due to an injury occurring while at work shall  
not be taken from the employee's allowed sick days until clarified  
under the Workmen's Compensation Insurance Program.

### SECTION 3

Employees shall be allowed time off from work, without loss of pay, to attend compensation hearings which occur during their regular work day.

#### ARTICLE XXIII - DISABILITY INSURANCE

If the Union secures a disability insurance program for the employees covered by this agreement, the premium is to be fully paid for by each covered employee. The College will act merely as a conduit in withholding premiums from the employees' wages and forwarding same to the Insurance Company designated by the Union upon receipt of proper authorization from the Union and the Employees.

#### ARTICLE XXIV - BULLETIN BOARDS

The College shall make available to the Union a bulletin board for the purpose of posting official Union notices.

#### ARTICLE XXV - UNION VISITATION

Officers or representatives of the Union shall, upon request of the Union, be admitted to the College during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjustment of grievances upon permission of the College President.

#### ARTICLE XXVI - SAFETY CONDITIONS

The College President or his designee and the Union Chairman or his designee shall comprise the Safety Committee. They shall meet when deemed necessary to discuss and rectify any safety conditions which are brought to their attention or any safety condition they feel necessary to institute.

#### ARTICLE XXVII - REST PERIOD

Employees will be given a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon without loss of pay.

ARTICLE XXVIII - WASHUP TIME

All employees shall receive five (5) minutes washup time before the regular lunch period and before quitting time, or supper time if working overtime.

ARTICLE XXIX - JURY DUTY

An employee who is required to be absent from his scheduled work in order to serve jury duty shall receive from the College the difference between the daily jury duty pay and the amount payable at his regular straight time earnings for a normal work day.

ARTICLE XXX - TUITION TO COLLEGE COURSES

All employees and their immediate family (spouse and children) are eligible for enrollment in Camden County College courses tuition free.

ARTICLE XXXI - SALARY SCHEDULE

- I. All employees of the Custodial, Maintenance, Firemen-Maintenance, Groundskeepers, Drivers and Receiver Units on the College payroll as of July 1, 1976, shall receive an increase in their base wages of 9%.
- II. All employees of the Custodial, Maintenance, Firemen-Maintenance, Groundskeepers, Drivers and Receiver Units on the College payroll as of July 1, 1977, shall receive an increase in their base wages of 9%.

ARTICLE XXXII - TERMINATION OR MODIFICATION

This Agreement shall remain in full force and effect to and including June 30, 1978, and shall thereafter be continued for one year unless notice of modifications or termination is given by certified mail by either party at least sixty (60) days before the expiration date of this Agreement.

BOARD OF TRUSTEES  
CAMDEN COUNTY COLLEGE

INTERNATIONAL UNION OF ELECTRICAL  
RADIO & MACHINE WORKERS, AFL-CIO  
LOCAL 440

BY: Gabriel E. Blanch

BY: Henry Benn

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: Arthur Drost Int'l Rep.

BY: John J. Hughes President  
Local 440

BY: John P. Sullivan

BY: Armond Di Fabbro

William J. Maffa  
Edward M. Burke

SIGNED: \_\_\_\_\_

